



# EVANS RAILCAR LEASING COMPANY

A SUBSIDIARY

Executive Offices

The East Tower, Suite 900

2550 Golf Road

Rolling Meadows, IL 60008

312/640-7000

9067-A

5-050A071

RECORDATION NO.

Filed 1025

No.

FEB 19 1985 - 2 05 PM

Date

FEB 19 1985

INTERSTATE COMMERCE COMMISSION

Fee \$

10.00

ICC Washington, D.C.

February 12, 1985

Secretary  
Interstate Commerce Commission  
Washington, D.C.

Dear Secretary:

Pursuant to 49 U.S.C. §11303 and the rules and regulations promulgated thereunder, as amended, we hand you herewith for filing an original and four certified copies of that certain Supplemental Agreement dated as of October 3, 1980. The parties to the First Amendment to Equipment Trust Agreement are:

Issuer:

Evans Railcar Leasing Company  
2550 Golf Road  
Rolling Meadows, Illinois 60008

Trustee:

The Oregon Bank  
319 S.W. Washington Street  
P.O. Box 2808  
Portland, Oregon 92704

Guarantor:

Evans Transportation Company  
2550 Golf Road  
Rolling Meadows, Illinois 60008

A description of the equipment covered by the Supplemental Agreement is attached hereto as Exhibit A and B.

The enclosed Supplemental Agreement relates to that certain Equipment Trust Agreement dated as of October 15, 1977, and recorded with Interstate Commerce Commission on November 8, 1977, as ICC Recordation No. 9067. Accordingly, we request that the Supplemental Agreement be filed as a subfiling under that number.

*C. T. Kasper*

Secretary  
Interstate Commerce Commission

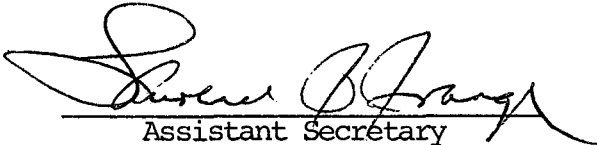
February 12, 1985  
Page Two

Enclosed herewith is a check in the amount of \$10.00 in payment of the applicable recording fees.

Since these documents are being delivered to you by hand, we would appreciate it if you would return to the bearer the duly stamped counterparts of the Supplemental Agreement not required to be kept by you, or, if it is not possible to return them to the bearer, send them to: Mr. Ronald M. Neifield, Rosenthal and Schanfield, 55 East Monroe Street, Suite 4620, Chicago, Illinois 60603.

Very truly yours,

EVANS RAILCAR LEASING COMPANY

  
Assistant Secretary

Enclosures

## EXHIBIT A

## SERIES 15 DESTROYED CARS

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CAR MARKINGS</u>
8	50' 6" 70-ton box cars with dual air pac	PC 269157 PC 269159 PC 269183 PC 269328 PC 269335 PC 269422 PC 269424 PC 269426
7	50' 6" 70-ton box cars with 4 heavy duty DFB bulkheads and 100-ton center plate casting	PC 269848 PC 269861 PC 269917 PC 269921 PC 269940 PC 269975 PC 269985

EXHIBIT B

SERIES 15 SUBSTITUTED CARS

QUANTITY

DESCRIPTION

CAR MARKINGS

5

23,500-gallon 100-ton  
exterior coiled and  
insulated general  
purpose tank cars

USLX 21170 - 21174

*JP*

**Interstate Commerce Commission**  
Washington, D.C. 20423

2/19/85

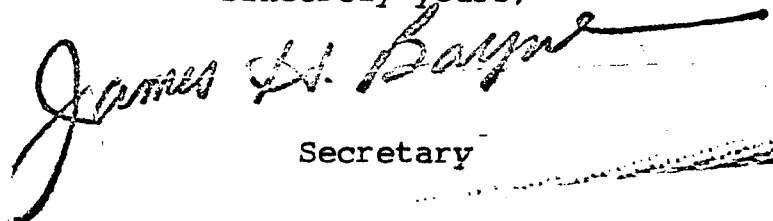
**OFFICE OF THE SECRETARY**

Ronald M. Neifield  
Rosenthal & Schanfield  
55 East Monroe St. Suite 4620  
Chicago, Illinois 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/19/85 at 2:05pm and assigned re-  
recording number(s). 9067-A

Sincerely yours,

  
Secretary

Enclosure(s)

REGISTRATION NO. 9067 A

FEB 19 1985 - 2 02 PM

INTERSTATE COMMERCE COMMISSION

STATE OF ILLINOIS     )  
                              ) SS  
COUNTY OF COOK        )

I, Rosemary Papineau, a Notary Public,  
in and for the State and County aforesaid, do hereby certify  
that I have compared the attached copy of that certain  
Supplemental Agreement dated as of October 3, 1980 by and  
between The Oregon Bank and Evans Railcar Leasing Company  
with the original and have found the copy attached hereto  
to be complete and identical in all respects to the original  
document.

Given under my hand and notarial seal this 13<sup>th</sup>  
day of FEBRUARY, 1985.

Rosemary Papineau  
NOTARY PUBLIC

My commission expires 7/14/87.



SUPPLEMENTAL AGREEMENT

RECORDATION NO. 9067 A  
FEB 19 1985 -2 05 PM  
INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT dated as of October 3, 1980, is by and between the Oregon Bank (hereinafter called the "Trustee") and Evans Railcar Leasing Company, an Illinois corporation (hereinafter called the "Company").

WITNESSETH, that:

WHEREAS, the Trustee and the Company have executed and delivered with and to each other that certain Equipment Trust Agreement dated as of October 15, 1977, (hereinafter called the "Agreement"); and

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. § 11303 and assigned Recordation No. 9067; and

WHEREAS, pursuant to Section 4.06 of the Agreement, the Company has or will have requested the Trustee to pay over to the Company an amount in cash deposited with the Trustee on account of Destroyed Equipment (as hereinafter defined) as required by Section 4.08 of the Agreement and has or will have sold, assigned and transferred to the Trustee in substitution therefore Substitute Equipment (as hereinafter defined); and

WHEREAS, the Company and the Trustee desire to modify and amend the Agreement to release and delete therefrom the Destroyed Equipment and to encumber thereby and substitute therefor the Substitute Equipment.

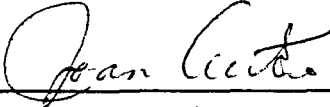
NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto that:

1. The Agreement is hereby amended by releasing from the lien thereof and deleting from Schedule A thereof, the units of Trust Equipment (herein called "Destroyed Equipment") described in Exhibit A hereto.
2. The Agreement is hereby amended by subjecting to the lien thereof and adding to Schedule A thereof, the units of Equipment (herein called "Substitute Equipment") described in Exhibit B hereto.
3. The Company will mark or cause to be marked the Substitute Equipment as provided in Section 4.07 of the Agreement.
4. The terms "Equipment" and "Trust Equipment" as used in the Agreement shall hereafter, for all purposes, include the Substitute Equipment and shall not hereafter include the Destroyed Equipment.
5. The Company will promptly cause this Supplemental Agreement for the Substitute Equipment to be filed and recorded in accordance with 49 U.S.C. § 11303.
6. Except as amended and supplemented hereby, the Agreement shall remain unaltered and in full force and effect.

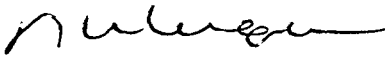


IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the 3rd day of October, 1980.

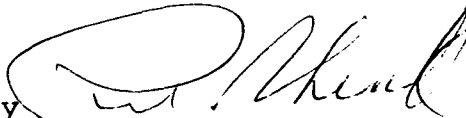
THE OREGON BANK

By   
Vice President

ATTEST:

  
Vice President

EVANS RAILCAR LEASING  
COMPANY

By 

ATTEST:

  
Assistant Secretary

EXHIBIT A  
SERIES 15 DESTROYED CARS.

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CAR MARKINGS</u>
8	50' 6" 70-ton box cars with dual air pac	PC 269157 PC 269159 PC 269183 PC 269328 PC 269335 PC 269422 PC 269424 PC 269426
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EXHIBIT B


SERIES 15 SUBSTITUTED CARS

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CAR MARKINGS</u>
5	23,500-gallon 100-ton exterior coiled and insulated general purpose tank cars	USLX 21170 - 21174

STATE OF OREGON

CITY AND COUNTY OF PORTLAND AND MULTNOMAH

On this Eighth day of February, 19<sup>85</sup>, before me personally appeared Robert M. Magee and Joan Autio, to me personally known, who, being by me duly sworn, say tht they are Vice President and Vice President, respectively, of THE OREGON BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public  
10-3-88

STATE OF ILLINOIS

COUNTY OF COOK

On this 2nd day of October, 1980, before me personally appeared Paul R. Leak and Thomas L. Schoenbeck, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively of EVANS RAILCAR LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public  
My Commission Expires July 25, 1987